

JUDGE SAND

08 CV 00580

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

GRANVIA TRADING LTD.

Plaintiff,

-VS-

SUTTON CREATIONS, INC. d/b/a  
SUTTON CREATIONS,

Defendant.

Case No.: (LBS)



ECF CASE

PLAINTIFF, **GRANVIA TRADING LTD.**, by its attorney, THE LAW OFFICE OF JONATHAN Y. SUE, for its Complaint against defendant, allege as follows:

**The Parties**

1. Granvia Trading Ltd. (hereafter "GRANVIA"), is and at all relevant times, was, a corporation formed and existing under the laws of South Korea, having its principal place of business at #1412, Leaders Tower, 60-15, Gasan-Dong, Geumchun-Gu, Seoul, Korea.

2. Upon information and belief, defendant Sutton Creations, Inc. d/b/a Sutton Creations, (hereafter "SCF") is a corporation formed and existing under the laws of the State of New York, having its principal place of business at 1407 Broadway, 30<sup>th</sup> Floor, New York, New York.

**Jurisdiction and Venue**

3. This Court has subject matter jurisdiction over this matter on grounds of diversity of the citizenship of the parties, pursuant to 28 U.S.C. §1332(a)(1). Venue is proper in this district pursuant to 28 U.S.C. §1391(a) and (c).

**Background**

4. Commencing on or about July 28, 2007, defendant place orders (hereafter "Agreements") via purchase orders for specially made clothing items from Plaintiff, specifically ladies outerwear and jackets to be manufactured by Plaintiff.

5. Said orders specified the materials, size, color, design, label, price, delivery dates, delivery methods and payment terms of the clothing items.

6. The total amount of the agreed upon price to be paid by defendant to Plaintiff GRANVIA was three hundred sixteen thousand eight hundred thirty (\$316,830.00) U.S. dollars.

7. The order was secured by an irrevocable transferable letter of credit issued by Israel Discount Bank of New York, on or about August 1, 2007, number L538796. (hereafter "LOC"). The applicant was defendant Sutton Creations, Inc. The beneficiary was Plaintiff Granvia Trading. The beneficiary's bank was Korea Exchange Bank.

8. Said LOC specified the rights and responsibilities of the applicant (defendant SCI) and beneficiary (Plaintiff GRANVIA).

9. Plaintiff GRANVIA fulfilled all its responsibilities as required under LOC until defendant's willful breach.

10. On or about October 2007, Defendant SCI willfully breached the terms and conditions of the LOC by, *inter alia*, refusing to provide approval to their nominated shipping forwarder to accept shipment.

11. Due to defendant's unprovoked, unwarranted and intentional breach of the terms and conditions of LOC, Plaintiff was unable to draw on the LOC and caused to suffer damages thereof.

12. Said LOC has since expired and defendant continues to refuse payment for and take delivery of the clothing items though duly demanded.

**AS AND FOR A FIRST CLAIM FOR RELIEF**

13. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 12, above, as if fully set forth herein.

14. Plaintiff performed all of the terms and conditions of the Agreements on its part to be performed until defendant's breach.

15. Defendant SCI breached the Agreements by failing to tender payment in full for the clothing items defendant SCI placed orders for, despite Plaintiff's demands for payment.

16. By reason of this breach, Plaintiff has been damaged by defendant SCI in the amount of \$316,830.00, together with interest from October 20, 2007.

**AS AND FOR A SECOND CLAIM FOR RELIEF**

17. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 16, above, as if fully set forth herein.

18. Demands for payment for the clothing items were duly made by Plaintiff GRANVIA to defendant SCI.

19. Upon information and belief, the demands for payment were received by defendant SCI.

20. Defendant SCI did not object to Plaintiff's demands for payment.

21. Defendant SCI thereby acquiesced in the amounts demanded by Plaintiff. By reason of defendant SCI's failure to pay these amounts demanded, Plaintiff has been damaged in the amount of \$316,830.00, together with interest from October 20, 2007.

**AS AND FOR A THIRD CLAIM FOR RELIEF**

22. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 21, above, as if fully set forth herein.



23. Defendant SCI knew that Plaintiff GRANVIA was manufacturing and providing the clothing items with an expectation that it would be compensated therefor.

24. The fair and reasonable value of the goods manufactured and provided to defendant SCI by Plaintiff GRAVIA, for which defendant has not compensated Plaintiff is \$316,830.00.

25. Plaintiff has therefore been damaged by defendant in the amount of \$316,830.00, demand for which has been made, together with interest from October 20, 2007. To date, defendant SCI has failed to make payments in satisfaction of this amount.

**AS AND FOR A FOURTH CLAIM FOR RELIEF**

26. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 25, above, as if fully set forth herein.

27. Plaintiff GRANVIA performed all of the terms and conditions of the Letter of Credit on its part to be performed until defendant's willful breach.

28. Defendant SCI breached the terms and conditions of the LOC by, *inter alia*, refusing to provide approval to their nominated shipping forwarder to accept shipment, which would allowed Plaintiff to draw on said Letter of Credit.

29. By reason of this breach, Plaintiff has been damaged by defendant in the amount of \$316,830.00, together with interest from October 20, 2007.

**AS AND FOR A FIFTH CLAIM FOR RELIEF**

30. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 29, above, as if fully set forth herein.

31. Plaintiff GRANVIA performed all of the terms and conditions of the Letter of Credit on its part to be performed until defendant's willful breach.

32. Defendant SCI breached the terms and conditions of the LOC by, *inter alia*, refusing

to provide approval to their nominated shipping forwarder to accept shipment, which would allowed Plaintiff to draw on said Letter of Credit.

33. Said breach has caused Plaintiff to incur storage charges since October 20, 2007, in an amount to be determined but believed to be in excess of \$2,000.00.

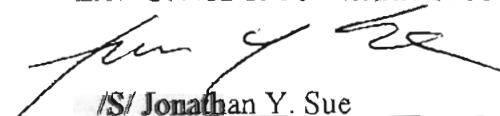
34. By reason of this breach, Plaintiff has been **damaged** by defendant in the amount to be determined but expected to be in excess of \$2,000.00, together with interest from October 20, 2007.

WHEREFORE, Plaintiff Granvia Trading Ltd., respectfully requests that a judgment be made and entered against defendant Sutton Creations, Inc. d/b/a Sutton Creations:

- A. Awarding Plaintiff damages in the amount of \$316,830.00, with interest from October 20, 2007, upon its First Claim for Relief;
- B. Awarding Plaintiff damages in the amount of \$316,830.00, with interest from October 20, 2007, upon its Second Claim for Relief;
- C. Awarding Plaintiff damages in the amount of \$316,830.00, with interest from October 20, 2007, upon its Third Claim for Relief;
- D. Awarding Plaintiff damages in the amount of \$316,830.00, with interest from October 20, 2007, upon its Fourth Claim for Relief;
- E. Awarding Plaintiff damages in the amount of at least \$2,000.00, with interest from October 20, 2007, upon its Fifth Claim for Relief;
- F. Awarding Plaintiff its costs and disbursements in this action; and
- G. Granting Plaintiff such other, further or different relief as the Court may deem to be just and proper.

Dated: New York, New York  
January 18, 2008

LAW OFFICE OF JONATHAN Y. SUE



/s/ Jonathan Y. Sue  
By: Jonathan Y. Sue (JS / 0738)  
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SUTTON CREATIONS,

Defendant.

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**COMPLAINT**

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**LAW OFFICE OF JONATHAN Y. SUE**

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